

CAUSE NO. _____

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NUECES COUNTY, TEXAS

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PARTIES

Plaintiff, Jose Ignacio Guerra is an individual who resides in Corpus Christi, Texas. Plaintiff Mary Esther is an individual who resides in Corpus Christi, Texas. Defendant, Metropolitan Lloyds Insurance Company is an insurance company authorized to conduct business in the State of Texas. Defendant may be served by serving its agent for service, C.T. Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

III.

VENUE AND JURISDICTION

Venue in this case is proper in Nueces County, Texas, because the cause of action made the basis of this lawsuit is in Nueces County, Texas. This Court has subject matter jurisdiction over the case, because the amount in controversy for the Plaintiffs, exclusive of costs and interest, is within the jurisdictional limits of this Court.

IV.

FACTS

On March 26, 2014, Plaintiff Jose Ignacio Guerra was the driver of a 2007 Mercury Grand Marqui, Texas License plate 290RWP. Plaintiff Jose Ignacio Guerra was traveling on the 1600 Block of Brentwood at its intersection with the 2700 Block of Brawner Parkway, Nueces County, Texas. The Defendant Jacob Lopez was the driver of a 2007 Scion, Texas license plate BPK4391 which was traveling on the 2700 Block of Brawner Parkway, Nueces County, Texas, and collided into Plaintiff's vehicle. As a result of this collision, Plaintiff Jose Ignacio Guerra sustained serious bodily injuries.

Because of Defendant Jacob Lopez' carelessness and neglect, Defendant's vehicle collided into Plaintiff's vehicle. Plaintiff Jose Ignacio Guerra was injured as a result of the collision. The full nature and extent of Plaintiff Jose Ignacio Guerra's injuries

remain unknown and uncertain. Plaintiffs Jose Ignacio Guerra and Mary Esther Guerra were given permission by Metropolitan Lloyds Insurance of Texas to settle their claim with the liability insurance carrier for Defendants Linda Aurelia Flores and Jacob Flores. Plaintiffs settled their claim for policy limits with Auto Tex MGA.

At all times material hereto, Plaintiff Jose Ignacio Guerra was protected against loss by bodily injury and property damage, and resulting from the ownership, maintenance, or use of an uninsured/underinsured motor vehicle as set forth below.

Moreover, at all times material hereto, the vehicle being operated by Plaintiff Jose Ignacio Guerra was insured under a Texas Personal Automobile Policy issued by Defendant Metropolitan Lloyds Insurance Company of Texas, and the said policy contained medical payments or personal injury protection coverage and uninsured/underinsured motorist coverage.

Further, at all times material hereto, Plaintiff Jose Ignacio Guerra was a named insured and a "covered person" under his policy with Metropolitan Lloyds Insurance Company of Texas insuring Plaintiff Jose Ignacio Guerra.

V.

PLAINTIFFS' CLAIM OF NEGLIGENCE
AGAINST DEFENDANTS LINDA AURELIA FLORES AND
JACOB LOPEZ

Defendants had a duty to exercise the degree of care that a reasonably prudent and careful person would use to avoid harm to others under circumstances similar to those described herein.

Plaintiff Jose Ignacio Guerra's injuries were proximately caused by Defendants negligent, grossly negligent and reckless disregard of said duty. The negligent, grossly

negligent, careless and reckless conduct of Defendants consisted of, but not limited to, the following acts and omissions:

- A. Failing to apply his brakes;
- B. Failing to maintain proper lookout;
- C. Failing to maintain proper control of defendant's vehicle;
- D. Failure to control the speed of his vehicle.

Plaintiff Jose Ignacio Guerra's injuries were proximately caused by Defendants' breach of said duty.

VI.

**PLAINTIFFS' UNDERINSURED CLAIM AGAINST
DEFENDANT METROPOLITAN LLOYDS INSURANCE COMPANY OF TEXAS**

The motor vehicle operated by Plaintiff Jose Ignacio Guerra in which Plaintiff Jose Ignacio Guerra was at all times material to this action as an "uninsured and/or underinsured motor vehicle", as that term is defined in the Texas Standard Automobile Insurance policy issued to Plaintiff by Metropolitan Lloyds Insurance Company of Texas.

VII.

DAMAGES

As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff Jose Ignacio Guerra has been caused to suffer severe and grievous injury, and to incur the following damages:

- (a) Reasonable medical care and expenses in the past. These expenses were incurred, and are being incurred, for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable, and were usual and customary charges for such services in Nueces County, Texas.

- (b) Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;
- (c) Physical pain and suffering in the past;
- (d) Physical pain and suffering in the future;
- (e) Physical impairment in the past;
- (f) Physical impairment which, in all probability, will be suffered in the future;
- (g) Mental anguish in the past;
- (h) Mental anguish in the future;
- (i) Disfigurement in the past;
- (j) Disfigurement in the future;
- (k) Loss of household services in the past, and
- (l) Loss of household services in the future.
- (m) Loss of earning capacity.

Plaintiffs seek only monetary relief of One Million Dollars (\$1,000,000.00) including damages of any kind, penalties, court costs, expenses, prejudgment interest, and attorney fees.

VIII.

LOSS OF CONSORTIUM

Plaintiff Mary Esther Guerra hereby brings suit for loss of consortium in the past and in the future that he has endured due to the Defendants' actions and the resultant personal injuries sustained by her husband, Plaintiff Jose Ignacio Guerra. Plaintiff Jose Ignacio Guerra and Mary Esther Guerra were at all times married at the time of the accident made the basis of this lawsuit.

IX.

PRE-JUDGEMENT AND POST-JUDGEMENT INTEREST

Plaintiffs seek pre-judgment and post-judgment interest as allowed by law.

X.

JURY DEMAND

Plaintiffs request a jury trial.

XI.

REQUEST FOR DISCLOSURE

Under Texas Rules of Civil Procedure 194, Plaintiffs request that Defendant disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

XII.

RULE 193.7 NOTICE

Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, the Plaintiffs hereby give actual notice that any and all documents produced by any party will be used at any pretrial proceeding and/or at the trial of this matter.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendant be cited to appear and answer herein and upon final hearing of the cause, judgment be entered for the Plaintiffs against Defendant for damages in an amount within the jurisdictional limits of the Court; together with pre-judgment interest (from the date of injury through the date of judgment) at the maximum rate allowed by law; post-judgment interest at the legal rate, costs of the Court; and such other and further relief to which by this pleading, or proper

supplement and/or amendment hereto, Plaintiffs may be justly entitled, at law or in equity.

Respectfully submitted,

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